

Electronic Funds Transfer (EFT) Agreement and Disclosure Statement

This EFT (Electronic Funds Transfer) Agreement under federal Regulation "E" covers your rights and responsibilities for the electronic services offered by the GOLD Credit Union. An EFT is an electronically initiated transfer of money from your account using the Cards and/or services described in this Agreement and disclosure statement.

In this Agreement, the words you/yours mean those who signed the account card as a member, joint owner or any authorized users. The words we/ us/, and our mean the GOLD Credit Union. The word account means any account with the Credit Union designated on the account card.

The GOLD Debit Card with your Personal Identification Number (PIN) allows you to use Automated Teller Machine (ATM) Systems. By accepting or using your GOLD Debit Card, you agree to the terms and conditions contained in this agreement and disclosure. The Card(s) remain the property of the Credit Union and we retain the right to revoke electronic banking privileges at any time.

Your PIN is your Personal Identification Number and electronic signature, and is issued to help prevent unauthorized access to your accounts. For your protection, do not write your PIN on the Card(s) or disclose it to anyone. In selecting your PIN, you should not use your birthday, Social Security or phone number or any other information about yourself that can easily be discovered. Your Card(s) are for your use only. You may arrange for the direct deposit of your net pay and/or government recurring payments (Social Security, Veteran's Administration, Military Retirement, etc.). There is no limit on the number of direct deposits.

1. Confidentiality. We may disclose information to third parties about your account or the transfers you make: 1) when it is necessary to complete transfers; or 2) to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or 3) to comply with a government agency or court order; or 4) to market additional products or services to you as permitted by law.

At the Credit Union, we maintain physical, electronic and procedural safeguards that comply with federal regulations. Your nonpublic information is shared only with employees on a need to know basis. A copy of our complete Privacy Policy is available at the Credit Union and [online](#).

2. GOLD Debit Card EFT Services. You may use your GOLD Debit Card and your PIN (Personal Identification Number) at Automated Teller Machines on the VISA® and PLUS networks, and to purchase goods and services where the Card is honored. Purchases using a GOLD Debit Card are deducted from your Credit Union GOLD Checking Account.

The Credit Union reserves the right to refuse any transaction if the balance in your

account is not sufficient to pay the transaction amount, exceeds your credit limit, or requires us to increase our required reserve on the account. If we pay the amount and overdraw your account, you agree that we may terminate this agreement and demand immediate payment of the amount overdrawn.

You may access your accounts and conduct transactions, including:

- Cash withdrawals from your GOLD Share Savings/GOLD Checking up to \$500.00 per day from your available balances from ATM or Point of Sale (POS) terminals.
- Purchases up to a maximum of \$2,005.00 per day.
- Cash and check deposits at available ATMs.
- Transferring funds between your accounts.
- Obtaining balance information from your account.
- Order goods and services by mail, telephone, or the Internet from merchants that accept VISA®.
- ATM Deposits \$10,000.00 per day.
- Maximum Cash Advance Withdrawal \$7,500.00 per day.
- and \$10,000.00 total transactions in one day.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay from the time a cash or check deposit is made and when it will be available for withdrawal. See the Credit Union's Funds Availability Policy disclosure in this brochure for the details. Limitations on the frequency and amount of transactions may apply, and may be changed from time to time, as the Credit Union deems necessary.

3. Transaction Limitations. The Federal Reserve's Regulation D permits a total of (6) electronic transfers or withdrawals per month from GOLD Share Savings Accounts, Club and Money Market Accounts (if offered) using any combination of the Credit Union's GOLD Debit Card and any other electronic access services. If you exceed this limitation, you may be charged a fee, or your account access denied. Overdraft transfers from a line of credit or withdrawals from a GOLD Checking are not included.

4. Conditions of EFT Services.

a. **Ownership of Card(s) and Devices.** Any card, device or service we supply to you is our property and must be returned to us and its use terminated immediately, or returned to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card or service. The Card or service may be reclaimed at any time at our sole discretion without demand or notice. You cannot transfer your Card or service to another person.

b. **Honoring Of Card(s).** Neither the Credit Union nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or service. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. **Joint Accounts.** If your account is a joint account, all joint owners, including any authorized users, shall be bound by the Agreement alone and together, shall be responsible for all EFT transactions to or from any GOLD Share Savings/GOLD Checking Account or loan account as provided in this Agreement. Each joint account owner, without the consent of any of the other account owners, may, and hereby is authorized by every other joint owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other joint account owners, and the Credit Union may accept orders and instructions regarding the EFT transaction on the account from any of the joint owners.

5. Transactions and Fees. Transactions and the amount of any fees will be automatically deducted from your account. Daily limits apply to the amount and frequency of transactions.

a. **GOLD Checking Account:** Refer to the GOLD Credit Union Fee Schedule received with this disclosure.

b. **GOLD Debit Card:** Refer to the GOLD Credit Union Fee Schedule received with this disclosure.

c. **Foreign ATMs:** If you use an ATM not operated by the Credit Union, you may be charged a fee by the ATM operator and by any national, regional or local network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

d. **CU\$ ATM Network:** The Credit Union belongs to the CU\$ ATM network in Pennsylvania. The network does not apply a surcharge to transactions at its ATM locations. Contact the Credit Union for details.

6. Deposits. Deposits are accepted at available ATMs. There is a \$10,000.00 a day limit.

7. Member Liability. Contact us IMMEDIATELY if you believe your Card, account number, or PIN has been lost, stolen, acquired, or otherwise compromised. Calling **(484) 223-4200** is the best way to minimize loss, or you can write us at **4703 Hamilton Blvd., Allentown, Pa 18103**. If you contact us within (2) business days of a loss or the discovery of a loss, you cannot lose more than \$50 if someone used your card and PIN without your permission. You could lose as much as \$500 if you do not contact us and we could have prevented the loss had you contacted us. If your statement shows transfers that you did not make, or a loss that is not reported within 60 business days after the FIRST statement showing the discrepancy was mailed to you, you could lose all the money in your account (plus your maximum overdraft line of credit), if we can prove we could have prevented someone from withdrawing the funds. If a good reason, such as an extended hospital stay, kept you from contacting us, the notification periods may be extended.

- **GOLD Debit Card Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or access code, you are responsible for

any transactions they authorize or conduct on any of your accounts. If you contact us as indicated above, you will minimize your exposure.

- You are not liable for an unauthorized VISA® debit transaction that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your Card from loss or theft, you have not reported (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized VISA® debit transaction that was not conducted at an ATM is not more than \$50. For all other EFT transactions involving access devices, your liability is as indicated above.

8. Foreign Transactions. Purchases and cash withdrawals made in foreign countries and in foreign currencies will be debited from your account in U.S. dollars. VISA® will use its currency conversion procedure to determine the transaction amount in U.S. dollars, applying either a government-mandated rate or a wholesale rate determined by VISA® for the processing cycle period, plus one percentage point. The conversion rate on the processing date may differ from the rate on either the purchase date or posting date.

9. Right to Receive Documentation.

- Periodic Statements.** Transfers and withdrawals made through any ATMs or GOLD Debit Card purchase and cash-back will be recorded on your periodic statement. You will receive a monthly statement.
- Terminal Receipt.** You will get or can request a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or transaction with a participating merchant.
- Preauthorized Transfers.** If you pre-authorized regular transfers from your account we will not send you any special notice of the transfer except to enter it on your monthly statement. If you are concerned that a transfer has not been made, you can call us at **484-223-4200** to verify the transaction.

10. Business Days. Our business days are Monday through Friday excluding all Credit Union holidays.

11. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds or in accordance with our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If the ATM where you are making the transfer does not have enough cash.

- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, act of war or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claims.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the Credit Union.

12. Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us verbally or in writing any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding (14) days after it has been made. **(We will charge you \$15.00 for each stop-payment order you give.)**

a. **Notice of Varying Amounts.** If regular payments vary in amount, the person you are going to pay is required to advise you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

b. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

13. Electronic Check Conversion/Returned Check Fees. If you pay for something with a check, you may authorize the check be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees.

You are considered to have authorized these electronic funds transfers after being told, verbally or by a notice posted or presented to you, that the transfer may be processed electronically if you sign a written authorization.

14. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records.

Notices from you will be effective when received by the Credit Union at the address specified in this Agreement.

We reserve the right to change the terms and conditions of the service(s) offered. We will a mail notice to you at least twenty-one (21) days before the effective date of the change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

15. Billing Errors and Electronic Funds Transfer Questions. In case of errors or questions about electronic funds transfers to your GOLD Share Savings/GOLD Checking Account, telephone us at the following number or send us a written notice as soon as you can. We must hear from you no later than (60) days after we sent the FIRST statement where the problem appears. Telephone: (484) 223-4200 or write to GOLD Credit Union, 4703 Hamilton Blvd., Allentown, PA 18103.

- Tell us your name and account number.
- Describe the transaction(s) you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will advise you of the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.
- For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you with copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

16. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your GOLD Debit Card and any access code. You must return the Card(s) to the Credit Union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked.

We may also terminate this Agreement at any time by notifying you verbally or in

writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to your account that this Agreement has been terminated, and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

17. Governing Law. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Pennsylvania and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the county court where the Credit Union is located.

18. Enforcement. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on an account accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions, if applicable. You agree that if there is a lawsuit, it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

19. Investigation Authorization. You agree to advise us of any changes in your financial condition, which may adversely affect your creditworthiness.

You authorize us to obtain information concerning your creditworthiness from consumer reporting agencies now and in connection with future updates, renewals, and additional credit extensions. At your request, we will advise you if such information has been obtained, or if we take adverse action on your account because of the information. We will provide you with the name and address of the reporting agency that made the report.

20. Change of Name, Address, Employment. Notify us promptly of any change in your name, address or employment in writing to GOLD Credit Union, 4703 Hamilton Blvd., Allentown, PA 18103.

21. Changing Terms and Conditions. We shall have the right from time to time to change the terms and conditions governing the use of our GOLD Debit Card. All such terms and conditions shall be binding on you effective 30 days after notice is given to you. No notice will be given if any change is necessary to protect the security of the system. Address all account inquiries to the Credit Union.

22. Illegal Gambling and Gaming Transactions. A GOLD Debit Card cannot be used to purchase or conduct any illegal gambling or gaming transactions, including but not limited to, casino style gaming, sports betting, and lottery tickets.